

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

IN RE: VITAMINS ANTITRUST LITIGATION

Misc. No. 99-197 (TFH)
MDL No. 1285

This document relates to:

FILED

ANIMAL SCIENCE PRODUCTS, INC., et al.,

NOV 30 2001

Plaintiffs,

**NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT**

v.

CHINOOK GROUP, LTD., et al.,

Defendants.

**FINAL ORDER APPROVING
SETTLEMENT AND FINAL JUDGMENT**

This Court having considered plaintiffs' motion for final approval of the settlement agreement entered into as of July 16, 2001 on behalf of plaintiffs and the UCB Settlement Class (as defined therein) by Plaintiffs' Co-Lead Counsel and by UCB Chemicals Corporation (the "Settling Defendant"), by its counsel, and the exhibits attached thereto (the "Settlement Agreement," a copy of which is attached hereto as Exhibit 1); having considered all of the submissions and arguments with respect to plaintiffs' motion; having entered an order on July 25, 2001 conditionally certifying the following settlement class:

All persons or entities who directly purchased Vitamin B4 (Choline Chloride) in the United States or for delivery in the United States from any of the Defendants or their co-conspirators from January 1, 1988 through December 31, 1998. Excluded from the class are all

governmental entities, Defendants, their co-conspirators, and their respective subsidiaries and affiliates;

having directed that notice be given to potential members of the UCB Settlement Class of the proposed settlement and of a hearing scheduled to determine whether the proposed settlement should be approved as fair, reasonable, and adequate to the UCB Settlement Class and to hear any objections to any of these matters (the "Settlement Hearing"); and having held the Settlement Hearing and considered the submissions and arguments made in connection therewith, the Court hereby FINDS:

1. That the notice to potential members of the UCB Settlement Class required by Fed. R. Civ. P. 23(e), including but not limited to the forms of notice and the means of identifying and giving notice to potential members of the UCB Settlement Class, has been given in an adequate and sufficient manner and constitutes the best notice practicable, complying in all respects with such rule and the requirements of due process.
2. That the Court has held a hearing to consider the fairness, reasonableness and adequacy of the proposed settlement, has been advised of all objections to the settlement and has given fair consideration to such objections.
3. That arm's length negotiations have taken place in good faith between Plaintiffs' Co-Lead Counsel and the Settling Defendant and have resulted in the proposed settlement, as provided in the Settlement Agreement.
4. That the settlement, as provided for by the Settlement Agreement, is in all respects fair, reasonable, and adequate and in the best interests of the UCB Settlement Class; that the UCB Settlement Class satisfies the requirements of Fed. R. Civ. P. 23; that the designated settlement class

representatives satisfy the requirements of Fed. R. Civ. P. 23; that the settlement is accordingly finally APPROVED pursuant to Fed. R. Civ. P. 23(e); and that, in accordance with the terms of the Settlement Agreement, which are hereby incorporated by reference as though fully set forth herein, it is hereby ORDERED, ADJUDGED and DECREED:

(a) That all claims in the captioned action against the Settling Defendant are hereby dismissed with prejudice;

(b) That the Releasees, as defined in the Settlement Agreement, shall be released and forever discharged from all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including without limitation costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, which Releasors or any of them, whether directly, representatively, derivatively or in any other capacity, ever had, now have or hereafter can, shall or may have, relating in any way to any conduct prior to the date hereof concerning the purchase, sale or pricing of Vitamin Products and any and all other vitamins or relating to any conduct alleged in the Class Action, including, without limitation, any such claims which have been asserted or could have been asserted in the Class Action against the Releasees or any of them except that this release shall not affect the rights of Releasors or any of them (i) to seek damages or other relief from any person with respect to any Vitamin Products or vitamins purchased directly from the manufacturer (or any subsidiary or affiliate thereof) outside the United States for delivery to a destination outside the United States; or (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment on behalf of a class of indirect purchasers or Vitamin Products;

(c) That the foregoing release shall not release any product liability or breach of contract claims unrelated to the subject matter of the Class Action;

(d) That members of the UCB Settlement Class shall not file any suit, action, or proceeding seeking to establish liability against any Releasees for any Released Claim, and shall not assert any claim, demand, action suit, cause of action, whether class, individual or otherwise in nature, asserting liability against any Releasees for any Released Claim;

(e) That, in addition to the provisions of subparagraphs (b), (c), and (d) of this paragraph, each UCB Settlement Class Member is hereby deemed expressly to have waived and released, with respect to the Released Claims, any and all provisions, rights and benefits conferred by (a) § 1542 of the California Civil Code, which reads:

" A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release. which if known by him must have materially affected his settlement with the debtor."

and (b) any similar state, federal or other law, rule or regulation or principle of common law. Each UCB Settlement Class Member may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the Released Claims, but each UCB Settlement Class Member as a Releasor shall hereby be deemed to have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such other or different facts;

(f) That those UCB Settlement Class Members who have filed timely and valid requests for exclusion from the settlement ("Opt-Out Claimants") are identified in Exhibit 2 to this Judgment;

(g) That nothing in this Order and Judgment or the Settlement Agreement and no aspect of the settlement or the negotiation thereof is or shall be deemed or construed to be an admission or concession or evidence of any violation of any statute or law or of any liability or wrongdoing by the Settling Defendant or Releasees or of the truth of any of the claims or allegations contained in the complaint in the Class Action or any other pleading or of the propriety of certifying a class of any direct or indirect purchasers of Vitamin Products or Choline Chloride other than the UCB Settlement Class, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the Class Action or in any other action or proceeding; and

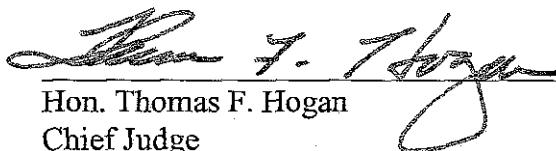
(h) That there is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendant, and that, pursuant to Fed. R. Civ. P. 54(b), the Clerk is therefore directed to enter this judgment, which shall be final and appealable.

5. Without affecting the finality of this Order and Judgment, the Court hereby retains jurisdiction of this settlement and the Settlement Agreement; including the administration and consummation of the settlement and the determination of issues relating to attorneys' fees and expenses and distribution to the members of the UCB Settlement Class, and further retains exclusive jurisdiction for purposes of any suit, action or proceeding arising out of or relating in any way to this Order and Judgment, the settlement, the Settlement Agreement and/or the applicability of the Settlement Agreement, and the Settling Defendant and each member of the UCB Settlement Class shall hereby be deemed to have consented to such exclusive jurisdiction of the Court for such

purposes. Without limiting the generality of the foregoing, any dispute concerning the provisions of paragraphs 4(b), (c), (d) or (e) of this Order and Judgment, including but not limited to any suit, action or proceeding in which the provisions of paragraphs 4(b), (c), (d) or (e) are asserted as a defense in whole or in part to any claim or cause of action asserted by any plaintiff or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order and Judgment. Solely for purposes of any such suit, action or proceeding, to the fullest extent possible under applicable law, the Settling Defendant and the members of the UCB Settlement Class are deemed to have irrevocably waived and to have agreed not to assert, whether by way of motion, as a defense or otherwise, any claim, argument or objection that they are not subject to the jurisdiction of this Court or that this Court is in any way an improper venue or an inconvenient forum.

6. Terms used in this Order and Judgment that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Order and Judgment as defined in the Settlement Agreement.

SO ORDERED this 30th day of November, 2001


Hon. Thomas F. Hogan
Chief Judge
United States District Court
for the District of Columbia